

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

**eNIT/DGM(P-V)/Final Painting/2147/xx-2018****Dated: 30.08.2018**

27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal.

Ph: (033)2248 5841-44; Fax:(033)2210-3961; WEB SITE: [www.bbjconst.com](http://www.bbjconst.com); Email: [info@bbjconst.com](mailto:info@bbjconst.com);

<b>TENDER NO.</b>	<b>eNIT/DGM(P-V)/Final Painting/2147/33-2018</b>	<b>DATE</b>	<b>30.08.2018</b>
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**NOTICE INVITING e-TENDER**

e-BIDS ARE INVITED FROM REPUTED CONTRACTORS/AGENCIES FOR THE FOLLOWING WORK:

01.	<b>NAME OF THE WORK</b>	FINAL COAT OF ALUMINIUM PAINTING INCLUDING PATCH / REPAIR OF PAINTING / METALISING ON ERECTED STEEL GIRDERS OF BRIDGE SUPER STRUCTURE FOR <b>BRIDGE NO. 17</b> (AT VILLAGE NAVRANGPUR, NEAR DHONGA GHAT) AND <b>BRIDGE NO. 24</b> (AT PUSSALDA, CHHAL), DISTRICT-RAIGARHAT, CHHATTISGARH.	
02.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>Rs.1,00,000.00</b> (RUPEES ONE LAC ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". <b>TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b> <u>MSME UNITS WITH NSIC REGISTRATION CERTIFICATE</u> (SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEMS AND / OR SUBMISSION OF <u>UDYOG AADHAR REGISTRATION</u> ON CPPP ARE EXEMPTED FROM SUBMISSION OF EMD. APPLICATION OF NEW REGISTRATION NO. WITH NSIC AND UDYOG AADHAR WILL NOT BE ENTERTAINED. FOR EXISTING VENDOR, EMD MAY BE ADJUSTED FROM THEIR PASSED BILL LAYING WITH BBJ, PROVIDED THEY SHOULD APPLY FOR THE SAME. <b>EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT AND TO BE RETAINED UPTO MAINTAINANCE/DEFECT LIABILITY PERIOD.</b>	
03.	<b>SECURITY DEPOSIT</b>	<b>5% (FIVE) OF CONTRACT VALUE.</b> SECURITY DEPOSIT, AFTER ADJUSTING EMD AMOUNT AS INITIAL SECURITY DEPOSIT, WILL BE DEDUCTED FROM EACH CERTIFIED RA BILL VALUE. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/DEFECT LIABILITY PERIOD.	
04.	<b>PERFORMANCE BANK GUARANTEE (PBG)</b>	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER TO THE SUCCESSFUL BIDDER) AMOUNTING TO <b>5% (FIVE PERCENT) OF THE TOTAL CONTRACT VALUE</b> , ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK OF INDIA <u>WITHIN 15 (FIFTEEN) DAYS</u> OF RECEIPT OF LETTER OF INTENT (LOI)/WORK ORDER. THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF MAINTENANCE/DEFECT LIABILITY PERIOD PLUS 60 (SIXTY) DAYS OF CLAIM PERIOD.	
05.	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . <b>ONLY EMD, AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE</b> BEFORE OPENING DATE OF TECHNICAL e-BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ONLY IN CPPP'S PORTAL & BBJ'S WEBSITE.	
06.	<b>DATE &amp; TIME SCHEDULE:</b>	DATE OF PUBLISHING OF e-NIT	<b>31.08.2018</b>
		DOCUMENT DOWNLOAD START DATE	<b>31.08.2018 - 10:00 HRS</b>
		START DATE OF UPLOADING OF e-BID	<b>07.09.2018 - 10:00 HRS</b>
		END DATE FOR UPLOADING OF e-BID	<b>13.09.2018 - 15:00 HRS</b>
		DATE OF OPENING OF TECHNICAL e-BID	<b>14.09.2018 - 15:00 HRS</b>
		DATE OF OPENING OF FINANCIAL BID	<b>To be notified later</b>

(A. NEOGI)  
DGM(P-V)

BBJ

**TENDERER****Page 1 of 12**

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**INSTRUCTION TO BIDDERS****IB-1**

01.	<b><u>Registration of Contractor:</u></b> Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
02.	<b><u>Digital Signature certificate (DSC)</u></b> Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at website ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	<b><u>ELIGIBILITY CRITERIA:</u></b> <b>Experience in PAINTING WORK of similar truss bridge / industrial structure in erected condition at a height more than 10m from ground / water level;</b>
04.	<b><u>SUBMISSION OF e-BID:</u></b> Tenders to be submitted online in CPP's Portal in <b>two parts:</b> <b>(A) TECHNO- COMMERCIAL e-BID</b> <b>(B) PRICE e-BID</b>
(A)	<b><u>TECHNO- COMMERCIAL e-BID:</u></b> The Techno-commercial bid will consist of the following:
i.	<b><u>Experience certificate:</u></b> <b>Bidder must submit copy(ies) of work Order/Job Completion Certificate along with relevant documents from clients in support of eligibility criteria as specified above, duly signed &amp; stamped in each pages.</b>
ii.	<b><u>Earnest Money Deposit of Rs.1,00,000.00</u></b> (Rupees One Lac only) as Demand Draft or Pay Order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <b>EMD, as physical instrument, is to be submitted to BBJ's Head office before opening date of Techno-Commercial e-bid.</b>
iii.	<b><u>Copy of the following documents duly signed &amp; with official stamped:-</u></b> a) Copy of PAN along with Income Tax Return (ITR) for last three (03) years ending as on 31.03.2017; b) Copy of Good & Service Tax (GST) registration certificate; c) Copy of Provident Fund & Employee State Insurance (ESI) registration certificate; d) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for last three (3) years ending as on 31.03.2017; e) Copy of NSIC certificate and/or UDYOG AADHAR certificate, if claiming exemption from EMD; f) HSN/SAC code must be provided against the BOQ items. g) Submission of tender document to CPP's portal, duly signed & stamped in each pages;
iv.	<b><u>Scanned copy of the EMD and other document, as stated above, are to be uploaded in CPP portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>).</u></b> <b><u>Only EMD in physical instrument</u> is to be submitted in BBJ's Head office, putting into a sealed envelop addressing to DGM(P-V), The Braithwaite Burn &amp; Jessop Construction Company Limited at 27, Rajendra Nath Mukherjee Road, Kolkata - 700001, before opening of Techno-Commercial e-bid.</b>
(B)	<b><u>PRICE e-Bid:-</u></b> Properly filled up Bill of Quantities (BOQ) / Price Schedule is to be uploaded in CPP's portal. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

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**INSTRUCTION TO BIDDERS**

**IB-2**

<b>05.</b>	<b>Conditional tenders</b> shall be straightway rejected and no additional clause will be entertained.
<b>06.</b>	BBJ reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one sub-contractor/supplier/agency. No claim will be entertained on account of this.
<b>07.</b>	<p><b><u>SPLITTING OF SCOPE OF WORK:</u></b></p> <p>BBJ reserve the absolute right to split the SCOPE OF WORK among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder.</p> <p>If it is divided between three (03) parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 &amp; L3 bidders match the rate, terms and conditions of L1 bidder.</p> <p>However, any party will not have any claim towards reduction of such from their scope of work and such splitting of scope of work will be done at negotiated lowest accepted rate only.</p> <p>Order quantity will be reviewed periodically by BBJ/IRCON/South East Central Railway and considering the status of execution of work, scope of work may be revise/reduce as per BBJ's requirement to suit the project work.</p> <p>BBJ's decision, in this regard, will be final and binding on the sub-contractor(s) and no claim will be entertained on this account.</p>
<b>08.</b>	All cost and expenses incidental to pre-tender site visit, pre-award discussion with BBJ etc. shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
<b>09.</b>	<p><b><u>CURRENCIES OF BID AND PAYMENT:</u></b></p> <p>Bidders shall submit price in Indian Rupees and payment under this contract will be made in Indian Rupees.</p>
<b>10.</b>	<p><b><u>VALIDITY OF TENDER:</u></b></p> <p><b>90 (Ninety) days</b> from the date of opening of tender or for a further period, if mutually accepted.</p>

**(A. NEOGI)**  
**DGM(P-V)**

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**SCOPE OF WORK****SoW-1**

<b>1.</b>	<b><u>JOB CONTENT/SCOPE OF WORK:</u> (IN GENERAL, BUT MAY NOT BE LIMITED TO)</b>
<b>(A)</b>	FINAL COAT OF ALUMINIUM PAINTING INCLUDING PATCH / REPAIR OF PAINTING / METALISING ON ERECTED STEEL GIRDERS OF BRIDGE SUPER STRUCTURE FOR BRIDGE NO. 17 (AT VILLAGE NAVRANGPURE, NEAR DHONGA GHAT) AND BRIDGE NO. 24 (AT PUSSALDA, CHHAL), DISTRICT- RAIGARHAT, CHHATTISGARH.
	The job to be carried out in accordance to the BOQ and as advised by our site-in-charge and also consists of the followings:
<b>(i)</b>	The intending bidders are advised to inspect bridge sites to obtain first-hand knowledge about the scope of work and working condition, accessibility, weather availability of land, power, water etc. and they shall take into account all the above factors before tendering. Bidder shall visit sites and get acquainted with scope of work, site situation and obtain a certificate from IRCON-Kharsia Bridge site office/BBJ regarding visit to site and submit the same with their offer.
<b>(ii)</b>	Clearing of members with wire brush, buffing machine etc. in such a way that base coat of paint does not get damaged.
<b>(iii)</b>	BBJ and/or IRCON and/or South East Central Railway should be satisfied with the cleaning work and only after getting their clearance, painting should be started.
<b>(iv)</b>	Touch-up painting with on coat of Zinc-chrome primer to IS:104 followed by one coat of zinc chrome red oxide to IS:2074 followed by one coat of Aluminum paint to IS:2339 should be applied, wherever required, before applying final coat of Aluminum paint.
<b>(v)</b>	Touch-up metalizing wherever required.
<b>(vi)</b>	Average coverage of Aluminum paint considered as 13-15 m <sup>2</sup> per litre of paint. However, exact area will be determined as per actual application and the area decided by the Site-in-charge/BBJ will be final. <b>Excess consumption of paint will be recovered at a penal rate i.e. landed cost of paint plus five percent (5%).</b>
<b>(vii)</b>	Necessary scaffolding, derrick/ladder etc. for painting the structure should not infringe Railway's moving dimensions and shall be arranged by sub-contractor at his/their cost and the arrangements shall be approved by BBJ and/or IRCON and/or South East Central Railway (SECR).
<b>(viii)</b>	In case of rain within 24 hrs of application of paint film, sub-contractor should redo the coat at their own cost
<b>(ix)</b>	The work shall be carried out in a programmed manner as approved by BBJ/ IRCON.
<b>(x)</b>	<b>For spray painting</b> and patch metallising work, sub-contractor has to arrange at their own cost, spray gun, metallising gun, all other allied plants/machineries/tools including consumables, aluminium wire for metal-lising, fuel and power etc. Compressor with fuel & operator will be supplied by BBJ for this purpose only.
<b>(xi)</b>	Income Tax will be deducted from the sub-contractor's bill at the applicable percentage. Goods & Service Tax (GST) for sub-contractor's materials/tools/plants/equipment will be paid by the sub-contractor, even if BBJ issues inward/outward way-bill/road permit to the sub-contractor. Bidders are advised to assess and get themselves satisfied about tax implication (in any form e.g., GST, IT, entry tax etc.) for this work and clearly mention the same in their technical e-bid.
<b>(xii)</b>	To undertake all testing, if required as per this tender document.
<b>(xiii)</b>	Arranging necessary inspection and getting the subject work approved by BBJ / and/or IRCON and/or South East Central Railway or their authorised representative.
<b>(xiv)</b>	Patch/touch-up painting of 30.5m & 12.2m erected bridge girders
<b>(xv)</b>	Patch/repair/touch up metallising of erected girders components of 30.5m span and 12.2m span.

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**SCOPE OF WORK**

**SoW-2**

<b>(B)</b>	<b><u>SCOPE OF SUPPLY OF THE SUB-CONTRACTOR:</u></b> <b>(TO BE INCLUDED IN THE QUOTED PRICE)</b>
<b>(i)</b>	The sub-contractor should employ qualified and competent supervisor at the site of work to take instructions and execute the work.
<b>(ii)</b>	The agency will have to arrange their own accommodation for their staff and workers.
<b>(iii)</b>	All the workers engaged in painting works must be insured in workmen compensation Act.
<b>(iv)</b>	Sub-contractor shall make his/their own arrangement for safety of labourers/ workers engaged for which no extra payment shall be made. The sub-contractor shall comply with all regulation of Central, State, Local Govt. and labour laws in respect of labourers/ workers employed for this work including insurance cover. The sub-contractor shall depute lookout man with hooters etc. to warn the workers. Sub-contractor shall arrange necessary protective clothing, safety equipment, goggles etc. for their workmen.
<b>(v)</b>	Necessary scaffolding, paint brush, wire brush etc. will have to be arranged by the sub-contractor at his own cost. Full safety measures including wearing of helmet, safety belt, shoe by the workers should be taken so that workers do not get injured during their working.
<b>(vi)</b>	They will have to make their own store for keeping their materials.
<b>(vii)</b>	The equipment required for field testing including thickness gauge for measuring film thickness shall be arranged by sub-contractor at their cost.
<b>(viii)</b>	The sub-contractor will make their own arrangement for supply of electricity, water for operation of their tools / machines and plants and also for their workers & other manpower at his/their own cost.
<b>(ix)</b>	The sub-contractor shall arrange temporary store for storage of required quantity of paint issued to them and tents for their labourer/ worker from commencement to finishing of the work.
<b>(x)</b>	<b>For spray painting</b> and patch metallising work, sub-contractor has to arrange spray gun, metallising gun, all other allied plants/machineries/tools including consumables, aluminium wire for metallising, fuel and power etc. <b>at their own cost.</b> Compressor with fuel & operator will be supplied by BBJ for this purpose only.
<b>(xi)</b>	All empty drums of Paint should be returned to BBJ's store, failing which cost of empty drums @Rs. 20/- per drum will be recovered.
<b>(xii)</b>	Cost of Fuel, Lubricant, LPG, Oxygen etc. to run the plant & machineries & other equipment, supplied by the sub-contractor, to be borne by the sub-contractor.
<b>(C)</b>	<b><u>SCOPE OF SUPPLY OF BBJ:</u></b> <b>(FREE SUPPLY ITEM BY BBJ TO SUB-CONTRACTOR FOR THE JOB)</b>
<b>(i)</b>	<b>Only supply of Paint by BBJ.</b>
<b>(ii)</b>	All empty drums of Paints should be returned to BBJ's store, failing which cost of empty drums @Rs. 20/- per drum will be recovered.
<b>(iii)</b>	<b>For spray painting</b> and patch metallising work, Compressor with fuel & operator will be supplied by BBJ for this purpose only.
<b>(D)</b>	<b><u>PAINT RECONCILIATION:</u></b>
<b>(i)</b>	The sub-contractor has to provide monthly paint reconciliation statement duly certified by the Site-in-charge of BBJ, Chhattisgarh project, otherwise sub-contractor has to agree to the reconciliation done by BBJ. Any shortage of Paint will be recovered from the sub-contractor's RA bill/invoice at penal rate.

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**TECHNICAL SPECIFICATION**

**TS-1**

<b>01.</b>	After assembling and launching at site, second finishing coat of Aluminium paint conforming to IS:2339 shall be applied after touching up the primer and first finishing coat.
<b>02.</b>	Painting of other components of this bridge (other than those in floor and deck systems)
<b>(A)</b>	Protective coatings by paintings as per following painting schedule may be applied with the approval of the Engineer:
<b>i)</b>	<b>Primer coat:</b> Two coats of ready mixed paint red lead primer to IS:102.
	<b>Or</b>
	One coat of ready mixed zinc chrome primer to IS:104 followed by one coat of zinc chrome red oxide primer to IS:2074
<b>ii)</b>	<b>Finishing Coat:</b> Two coats of aluminium paint to IS:2339 shall be applied over the primer coats. One coat shall be applied before the fabricated steel work leaves the shop. After the steel work is erected at site, the second coat shall be applied after touching up the primer and the finishing coat if damaged in transit.
<b>03.</b>	<b>Miscellaneous:</b>
<b>i)</b>	Final dry film thickness in case of metallising shall be average 150 microns and shall be measured before application of final finishing two coats.
<b>ii)</b>	Surface preparation shall not be done unless approved paints of sufficient quantity (both primer and finishing) are available in stock.
<b>iii)</b>	Special care should be taken in preparing corners, junctions of members, head and nuts of bolts, rivets, holes, areas less accessible, hidden pockets etc. Surface preparation at such locations shall not be inferior to that attained over the rest of the area.
<b>iv)</b>	Surface preparation shall not be carried out in the following conditions:
	- In rainy season from June to September and from December to January.
	- In extremely windy/misty/dust blowing conditions.
	- At night
	- In winter before 8 A.M.
	- In summer between 11 and 15 hrs, in areas, which are likely to be exposed to direct sunlight.
<b>v)</b>	Engineer reserves the right to change the above timings.
<b>vi)</b>	Final dry film thickness in case of metallising as well epoxy painting shall be average 150 microns and shall be measured before application of final finishing coats.
<b>vii)</b>	Surface preparation shall not be done unless approved paints of sufficient quantity (both primer and finishing) are available in stock.
<b>viii)</b>	Special care should be taken in preparing corners, junctions of members, head and nuts of bolts, rivets, holes, areas less accessible, hidden pockets, etc. Surface preparation at such locations shall not be inferior to that attained over the rest of the area.

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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-1**

<b>01.</b>	<b><u>JOB CONTENT:</u></b> Final coat of Aluminium Painting including patch/repair of painting/metalising on erected steel girders of bridge super structure for bridge no. 17&. 24 Chhattisgarh.
<b>02.</b>	<b><u>DRAWINGS &amp; SPECIFICATIONS:</u></b> A guideline drawing for Bridge no. 17 & 24 are attached herewith. B.B.J. reserves the right to alter/modify the design/drawing/specification to suit to their condition. If due to change in design/drawing/specification, there is any increase/decrease in items/quantities or both, payment will be made only for actual Painting work done and certified by BBJ and/or IRCON and/or South East Central Railway and/or their authorised representative.
<b>03.</b>	<b><u>DATE OF COMMENCEMENT:</u></b> The date of commencement will be considered from the date of acceptance of <b>LETTER OF AWARD (LOA)</b> or Work Order, whichever is earlier.
<b>04.</b>	<b><u>COMPLETION PERIOD:</u></b> Within two (02) months from the date of Letter of Award (LoA) or Work Order, whichever is earlier.
<b>05.</b>	<b><u>PROGRAMME &amp; PROGRESS:</u></b> <b>a)</b> Within 7 (seven) days from the date of acceptance of our LoA, the sub-contractor has to submit a detailed programme with deployment schedule of Man, Machine, material etc. to complete the job within the scheduled time frame and get it approved from BBJ. This approved schedule will constitute the base programme. <b>b)</b> After ending of every week, the sub-contractor has to submit to the site-in-charge of BBJ, a detail progress report in comparison to the base programme and also the proposal to overcome the shortfall from the targeted production programme, if any. <b>c)</b> In this context, it may be noted that in case it is required to arrange additional resources to make good the backlog and adhere to time limit of base programme, the sub-contractor has to arrange the same without any extra cost to BBJ.
<b>06.</b>	<b><u>INSPECTION &amp; TESTING:</u></b> <b>a)</b> Inspection & testing of work executed by the sub-contractor will be done by BBJ and/or IRCON and/or South East Central Railway and/or their authorised representative and the sub-contractor is required to get the work passed through BBJ and/or IRCON and/or South East Central Railway and/or their authorised representative.
<b>07.</b>	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b> Earnest Money Deposit (EMD) of Rs. 1.00 lac of the successful bidder shall be retained towards part of the initial Security Deposit to facilitate the due and faithful fulfilment of the contract and to be retained upto completion of Maintenance/Defect Liability period, without levying any interest. EMD of the unsuccessful tenderer will be returned after finalization of the order, without levying any interest.
<b>08.</b>	<b><u>SECURITY DEPOSIT:</u></b> <b>a)</b> Earnest Money Deposit of the successful bidder shall be converted to initial Security Deposit. <b>b)</b> An amount equal to <b>5% (five percent) of the certified bill / invoice</b> value from each RA bill, after adjusting EMD amount as initial Security Deposit, will be deducted and retained as Security Deposit which will be released after completion of Maintenance/Defect Liability period, without levying any interest. <b>c)</b> After completion of Maintenance/Defect Liability period and receipt of formal application from the sub-contractor for releasing of Security Deposit including EMD, BBJ being satisfied with the work done by the sub-contractor, will released the same.

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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-2**

d)	The Security Deposit deducted from each RA bills including initial Security Deposit may be released against submission of Bank Guarantee of equivalent amount from any Nationalized Bank or Schedule Bank of India after handing over the bridge to IRCON and/or South East Central Railway and/or their authorised representative. The Bank Guarantee will be valid till end period of the Maintenance /Defect Liability period.
e)	Being determined or rescinded under any provision of the contract, <b>Security Deposit including EMD and Performance Bank Guarantee shall be forfeited and encashed</b> in full and shall be absolutely at the disposal of BBJ.
09.	<b><u>RUNNING ACCOUNT (R.A.) BILLS:</u></b> R.A. Bills will be submitted monthly along with all relevant documents duly certified by Site-In-charge of BBJ, Chhattisgarh project.
10.	<b><u>SUBMISSION &amp; PAYMENT OF BILLS:</u></b> All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ's Head Office at Kolkata. No interest charges for delay in payments, if any, shall be entertained by BBJ.
11.	<b><u>PAYMENT TERMS:</u></b>
(A)	<b><u>For 30.5m span:</u></b>
(i)	<b>90% (Ninety percent)</b> of the certified bill value of each RA bill will be released on completion of painting of all members including cross members of each span.
(ii)	<b>5% (Five percent)</b> of the certified bill value of from each RA bill will be released on completion of painting of all the 30.5m spans as per order.
(iii)	<b>5% (five percent)</b> of the certified bill value of each RA bill, after adjusting EMD amount as initial Security Deposit, will be deducted and retained by BBJ as Security Deposit which will be released after completion of Maintenance / Defect Liability Period, without levying any interest.
(B)	<b><u>For 12.2 span:</u></b>
(i)	<b>95% (Ninety Five percent)</b> of the certified bill value of from each RA bill will be released on completion of painting of all members of 12.2m span
(ii)	<b>5% (five percent) of the certified bill value</b> of each RA bill, after adjusting EMD amount as initial Security Deposit, will be deducted and retained by BBJ as Security Deposit which will be released after completion of Maintenance / Defect Liability Period, without levying any interest.
12.	<b><u>PRICE VARIATION:</u></b> This is a fixed rate contract and no price variation / adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. <b>PRICE SHALL REMAIN FIRM FOR THE ENTIRE DURATION OF THE WORK.</b>
13.	<b><u>TAXES &amp; DUTIES:</u></b> The sub-contractor shall exclusively be responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ in respect of any duties/taxes to be imposed on procurement of materials for execution of contract. Since the work will be executed at Chhattisgarh state, the successful bidder must get themselves registered with appropriate Tax Authorities prior to start of work.



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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-3**

<b>14.</b>	<p><b><u>GOODS AND SERVICE TAX (GST):</u></b></p> <p>Without prejudice to stipulation in the Contract, the <b><u>quoted price shall be exclusive of Goods and Service Tax.</u></b> The GST as legally leviable &amp; payable by the bidder under the provisions of applicable law &amp; act shall be paid extra by BBJ as per bidder's bill. <b>Bidder shall quote their rate after considering the <u>input tax credit on their input materials and services.</u> HSN/SAC code should mention in technical bid.</b></p> <p>The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). <b>Bid without GST number shall be cancelled.</b></p> <p>At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also <b><u>submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.</u></b></p> <p>Bidder shall raise their tax invoice in regular interval as per contract condition and <b><u>uploaded their supply invoice in GSTN Portal through GSTR-1 return within 10<sup>th</sup> of next month.</u></b> Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.</p> <p>BBJ shall deduct any other tax from the sub-contractor's bill at the rate as applicable as per law &amp; rules framed by concerned Govt./local bodies from time to time and remit it to concerned department and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand to the sub-contractor.</p>
<b>15.</b>	<p><b><u>NEW LEVIES / TAXES:</u></b></p> <p>In case, Government imposes any new levy/tax after award of the work, during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment, subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.</p>
<b>16.</b>	<p><b><u>TIME EXTENSION:</u></b></p> <p>If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written request from the Sub-Contractor may extend the Milestone/Completion time as suitable and fit reasonable to BBJ, subject to receipt of such extension from IRCON and/or South East Central Railway. No extra claim (including escalation) of the Sub-Contractor will be entertained in such cases of time extension being granted.</p>
<b>17.</b>	<p><b><u>CLAIM/ EXTRA WORKS:</u></b></p> <p><b>a)</b> No claim will be tenable in case there is delay in providing services by BBJ.</p> <p><b>b)</b> In case any extra works are to be carried out by the Sub-Contractor as per instructions of Site-In-Charge of BBJ, the rate of the same will be derived as follows:-</p> <p><b>i)</b> From the rate of the existing similar items;</p> <p><b>ii)</b> In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.</p> <p><b>iii)</b> However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.</p>
<b>18.</b>	<p><b><u>IDLE CHARGES:</u></b></p> <p>No idle charges for labour, plant &amp; machinery and establishment etc. is tenable under this contract for whatsoever the reasons be.</p>
<b>19.</b>	<p><b><u>SUB-LETTING:</u></b></p> <p>The Sub-contractor shall not sub-let whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-In-Charge of BBJ.</p>

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<b>20.</b>	<b><u>PERFORMANCE BANK GUARANTEE (PBG):</u></b>
a)	The successful bidder shall have to submit an irrevocable Performance Bank Guarantee (PBG) amounting to <b>5% (five percent)</b> of the contract value from any Nationalized/ Scheduled Bank in the prescribed format of BBJ (format will be provided to the successful bidder) <u>within 15 (fifteen) days</u> from the date of issue of Letter of Award (LOA) or Work Order. However, any extension of time for submission of Performance Bank Guarantee beyond of the specified days, on the basis of request of successful bidder, may be considered by the BBJ at its discretion upon approval of Competent Authority. On submission of the PBG, formal "Order" shall be issued. <b>The PBG shall remain valid till end of Defect Liability Period, plus 60 (sixty) days of claim period.</b>
b)	In case, the successful bidder fails to submit the requisite Performance Bank Guarantee (PBG) even after 15 days from the date of issue of Letter of Award (LOA) or Work Order or within the extension period approved by Competent Authority, the issued order shall be terminated. The failed bidder shall be debarred from participating in Re-Tendering process for that work and EMD submitted by them shall be forfeited.
c)	The Performance Bank Guarantee shall be submitted by the successful bidder after the LOA has been issued, but before issue of Order. PBG shall remain valid up to the end of maintenance/defect liability period plus 60 (sixty) days of claim period. In case, the time for completion of work gets extended, the sub-contractor shall get the validity of PBG extended to cover such extended time for completion of work plus 60 (sixty) days of claim period.
d)	The value of PBG to be submitted by the successful bidder will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the successful bidder.
e)	The Performance Bank Guarantee (PBG) shall be released after physical completion of the work and after end of Defect Liability Period, based on 'Completion Certificate' issued by the competent authority, stating that the contractor has completed the work in all respects satisfactorily.
f)	Whenever the contract is rescinded, due to failure of sub-contractor, the Security Deposit shall be forfeited and the Performance Bank Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed sub-contractor(s). The failed sub-contractor(s) shall be debarred from participating in the tender for executing the balance work. If the failed sub-contractor is a Partnership firm/Joint venture, then every partner/member of such a firm/JV shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner/member of any other partnership firm/ JV.
g)	<b>BBJ shall make a claim under the Performance Bank Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:</b>
i)	Failure by the successful bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Bank Guarantee.
ii)	Failure by the successful bidder to pay BBJ any amount due, either as agreed by the sub-contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by BBJ.
iii)	In the event of the contract being rescinded under provisions of any of the clauses/conditions of the agreement, the performance guarantee shall stand forfeited in full & EMD shall be encashed and shall be absolutely at the disposal of the BBJ.
<b>21.</b>	<b><u>MAINTENANCE / DEFECT LIABILITY PERIOD:</u></b> <b>"PERIOD OF MAINTENANCE" shall mean the specified period of 12 (twelve) months maintenance period from the date of completion of the Works certified by the Engineer-In-Charge of BBJ.</b>

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<b>22.</b>	<b><u>LIQUIDATED DAMAGE (LD):</u></b>
a)	The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
b)	If the sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons not attributable to the sub-contractor</u> , BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without impose LD.
c)	If the sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons attributable to the sub-contractor</u> , BBJ allow, if satisfied, that the balance work can be completed within reasonable short time thereafter, the sub-contractor may allow further extension of time to complete the work. On such extension, BBJ will recover from the bills of the sub-contractor, as agreed damages, a <b><u>sum equivalent to 0.5% (zero point five percent)</u></b> of the contract value per week or part of the week of any supplied equipment/ services not delivered within stipulated time period or total order value, where part delivery is of no use to BBJ, subject to maximum limit of <b>5% (five percent) of contract value</b> .
d)	For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.
e)	Provided further, that if BBJ is not satisfied that the works can be completed by the sub-contractor and in the event of failure on the part of the sub-contractor to complete the work within further extension of time allowed as aforesaid, <b>BBJ shall be entitled to forfeit the sub-contractor's Security Deposit and encash Performance Bank Guarantees (PBGs)</b> and also rescind the contract, whether or not actual damage is caused by such default.
<b>23.</b>	<b><u>ARBITRATION:</u></b>
(a)	In the case of dispute arising between BBJ and the sub-contractor(s) related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by BBJ and the sub-contractor, the third arbitrator shall be chosen by these two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties, to reach upon a consensus within a period of 30 (thirty) days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 and amendment thereafter and the rules made thereunder and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;
(b)	If one of the parties fails to appoint its arbitrators in pursuance of para (a) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.
(c)	Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
(d)	The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by BBJ and the sub-contractor(s). However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
(e)	All arbitration awards shall be in writing and shall state the reasons for the award.

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<b>24.</b>	<b><u>TERMINATION OF CONTRACT</u></b>
(a)	If the sub-contractor persistently disregard the instructions of BBJ and/or IRCON and/or South East Central Railway or whatever any of the providers of the contract and fails to adhere to the agreed program within stipulated period or failed to deploy competent or additional staff, labourers. Equipment etc. as required to complete the project, the site-in-charge/project-in-charge of BBJ will serve a <u>seven (07) day Notice</u> to the sub-contractor in writing to that effect and if the sub-contractor does not <u>within seven days</u> , after the delivery to him of such notice, proceed to make good his default, in so far, as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of BBJ, the site-in-charge / project-in-charge of BBJ shall be entitled to serve a <u>48 (forty-eight) hours' Notice</u> , in writing to the sub-contractor, to rescind the contract as a whole or in part (as specified in such notice) and in such case, i.e after expiry of 48 hours' notice, <u>a final termination Notice</u> should be issued to the sub-contractor to rescind the contract <u>by forfeiting all the Performance Bank Guarantees (PBGs) and by encashment of the sub-contractor's Security Deposit and</u> and also forfeiting any other dues pending for payment to the sub-contractor from BBJ.
(b)	The default sub-Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made by advances on account of or with a view to the execution of the works or the performance of the contract and sub-contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract.
(c)	The site-in-charge of BBJ or his representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works, without the sub-contractor being entitled to any compensation for the use of and employment thereof or for wear and tear or destruction thereof.

**(A. NEOGI)**  
**DGM(P-V)**